



EXTENDED WARRANTY

This TriaCare extended warranty program (the “TriaCare Warranty”) is provided by Tria Beauty, Inc. (“Tria”) and applies to customers who have purchased the TriaCare Warranty at the time of purchase of a Tria product for which the TriaCare Warranty is available through www.triabeauty.com (the “Covered Product”). Your TriaCare Warranty confirmation will be provided to you at or about the time of purchase and/or sent to you automatically thereafter via email. The TriaCare Warranty comes with a 90-day money back guarantee. Simply call Customer Care toll-free at- 877-321-8742.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED TRIACARE WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS TRIACARE WARRANTY SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER’S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY TRIA OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

WHAT IS COVERED?

The coverage provided by the TriaCare Warranty is additional to the coverage provided by Tria’s money back guarantee and complimentary 1-year warranty provided for all of its products (“Tria Standard Warranty”). This TriaCare Warranty extends the term of the complimentary Tria Standard Warranty by one additional year, for a total of two years.

In addition, this TriaCare Warranty covers accidental damage for a period of one year. If, during the Coverage Term, you submit a valid claim by notifying Tria that (i) the Covered Product has failed due to accidental damage from handling (“ADH”), Tria will, either: (a) repair the battery or ADH at no charge, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Product, up to two times, with a replacement product that is new or equivalent to new in performance and reliability, and is functionally equivalent to the original product but may be a newer model or different color than the Covered Device. ADH only includes operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g., drops and liquid contact) that arises from your normal everyday usage of the Covered Product as intended for such Covered Product.

If Tria exchanges the Covered Product, the original product becomes Tria’s property and the replacement product is your property, with coverage for the remaining period of the TriaCare Warranty. Your TriaCare Warranty is valid for you alone, the original purchaser, and cannot be transferred.

WHAT IS NOT COVERED?

This TriaCare Warranty is effective only if the Covered Product is purchased in the United States or Canada. This TriaCare Warranty does not cover damage, defects, or failure caused by abuse or misuse; improper care; vandalism; improper storage; improper or incorrectly performed maintenance or repair; application of harmful chemicals; Acts of God; abrasives; negligence; failure to follow manufacturer’s instructions; loss or theft of the Covered Product; normal wear and tear; cosmetic damage (including but not limited to scratches and dents); alteration; overuse; professional use; or commercial use.

If you submit a claim to Tria and Tria determines that the product is not a Covered Product, the applicable TriaCare Warranty has expired, the claim is not valid, or the damage or defect is not covered under this TriaCare Warranty, Tria will notify you about the service alternatives that are available on a fee basis.

HOW LONG DOES THE TRIACARE WARRANTY LAST?

The TriaCare Warranty begins on the date of purchase of the TriaCare Warranty with respect to a Covered Product and ends on the date that is two years after the date of purchase of such Covered Product (the “Coverage Term”) for the Tria Standard Warranty and on the date that is one year after the date of purchase of such Covered Product (the “Coverage Term”) for the accidental damage protection. The Coverage Term is not tolled or extended for any period during which the Covered Product (or any parts thereof) is in repair, or if it is replaced by Tria during the Coverage Term.

HOW TO OBTAIN SERVICES AND SUPPORT

You may request service under the TriaCare Warranty by calling Tria Customer Care toll-free at 877-321-8742. If Tria determines that your Covered Product is eligible for service, you will be responsible for returning the product to Tria. Once service is complete, Tria or its designee will return the Covered Product to you.

YOUR RESPONSIBILITIES

To receive service or support under this TriaCare Warranty, you agree to: (i) provide a copy of your Covered Product proof of purchase and TriaCare Warranty proof of purchase, if requested; (ii) provide information about the symptoms and causes of the issues with the Covered Product; (iii) respond to requests for information, including but not limited to the Covered Product serial number, model, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue; (iv) follow the instructions Tria gives you, including but not limited to refraining from sending Tria products that are not subject to repair or replacement service and packing the Covered Product in accordance with shipping instructions; (v) properly maintain, store, and use your item according to the Covered Product's instructions.

WARRANTY LIMITATIONS AND DISCLAIMERS

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION).

TRIA'S RESPONSIBILITY FOR BATTERY DEFECTS AND ADH FOR THE COVERED PRODUCT AND YOUR REMEDIES FOR THE BREACH OF THIS TRIACARE WARRANTY ARE LIMITED SOLELY TO THE REPAIR AND REPLACEMENT OF YOUR COVERED PRODUCT AS SET FORTH IN THIS TRIACARE WARRANTY AND TRIA'S COMPLIMENTARY STANDARD WARRANTY PROVIDED FOR ALL OF ITS PRODUCTS.

THE TRIACARE WARRANTY SET FORTH ABOVE, TOGETHER WITH THE TRIA STANDARD WARRANTY, IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, THEN THE DURATION OF SUCH IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE TRIACARE WARRANTY SET FORTH ABOVE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRIA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF TRIA IS ADVISED OR AWARE THAT SUCH DAMAGES MIGHT ARISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE OF THE TRIA PRODUCT, COST OF ANY SUBSTITUTE EQUIPMENT, THE CLAIMS OF THIRD PARTIES, OR DAMAGE TO PROPERTY. THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY CAUSED BY A DEFECT IN THE TRIA PRODUCT. SOME STATES DO NOT ALLOW LIMITS ON WARRANTIES, OR ON REMEDIES FOR BREACH IN CERTAIN TRANSACTIONS. IN SUCH STATES, THE LIMITS IN THIS PARAGRAPH AND THE DISCLAIMER OR EXCEPTIONS FROM WARRANTY MAY NOT APPLY.

THESE WARRANTY TERMS, CONDITIONS AND LIMITATIONS ALLOCATE THE RISKS OF PRODUCT FAILURE BETWEEN TRIA AND YOU, THE PURCHASER OF THE TRIA PRODUCT. THIS ALLOCATION IS RECOGNIZED BY BOTH PARTIES AND IS REFLECTED IN THE PRICE OF THE TRIA PRODUCT. BY USING THE TRIA PRODUCT YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, CONDITIONS AND LIMITATIONS, UNDERSTAND THEM, AND ARE BOUND BY THEM.

PRODUCT CHANGES

Tria reserves the right to make changes and improvements to its products without incurring any obligation to incorporate such improvements in products previously sold.

DISPUTES

This TriaCare Warranty is governed by the laws of the State of California, without regard to principles of conflicts of laws, and applicable United States federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. YOU AGREE TO SUBMIT ANY CLAIM, DISPUTE, OR CONTROVERSY (REGARDLESS OF THE FORM OR TYPE OF ACTION) AGAINST US TO ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM UNDER ITS CODE OF PROCEDURE THEN IN EFFECT (available at <http://www.arb-forum.com> or via telephone at 800-474-2371). Except to the extent otherwise required by law, you agree that the arbitration proceedings will take place exclusively in Pleasanton, California, USA. You may be entitled to file suit under state laws without submitting your claim to arbitration first.

Information on arbitration may be obtained from, and a claim may be filed with, the National Arbitration Forum at P.O. Box 50191, Minneapolis, MN 55405-0191 USA.

TIME FOR FILING CLAIMS

Any claim for breach of this TriCare Warranty must be commenced by within 12 months following the original purchase of the Covered Product.

NO OTHER WARRANTIES

Unless modified in a writing signed by both parties, these warranty terms, conditions and limitations are understood to be the complete and exclusive agreement between the parties, superseding all prior agreements and representations, oral or written, and all other communications between the parties relating to the subject matter of these warranty terms. No employee of Tria or any other party (including without limitation distributors, dealers, and retailers) is authorized to make any warranty in addition to those made herein.

MISCELLANEOUS TERMS

As used in this contract, “we” and “us” refers to Tria. “You” refers to the original purchaser of the Covered Product. A waiver of strict compliance with any term herein shall not be deemed a continuing waiver or waive any other terms or conditions. Tria shall be excused from performance to the extent of any delay or inability to perform arising due to weather events, disasters, acts of terror, governmental action or regulation, labor or materials shortages or disputes, or other circumstances not under Tria’s control. If any term herein is illegal, invalid, or unenforceable, then such term shall be ignored, but the remaining terms and conditions shall remain in effect.

STATE VARIATIONS

If you purchase the TriCare Warranty in the states indicated below, the terms listed below for such state applies to the TriCare Warranty. In the event of a conflict between applicable terms below and the terms of the TriCare Warranty above, the applicable terms below will govern.

- **CALIFORNIA:**

If you cancel this TriCare Warranty: (a) within 90 days of the receipt of this TriCare Warranty, you shall receive a full refund of the price paid for the TriCare Warranty provided no service has been performed, or (b) after 90 days, you will receive a pro rata refund, less the value of any service received.

- **CONNECTICUT:**

The expiration date of this TriCare Warranty shall automatically be extended by the duration that the Covered Product is in Tria’s custody while being repaired. In the event of a dispute with Tria, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Disputes may be resolved by arbitration. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the TriCare Warranty.

- **FLORIDA:**

The rate which is charged for this TriCare Warranty is not subject to regulation by the Florida Office of Insurance Regulation.

- **ILLINOIS:**

You may cancel this TriCare Warranty: a) within ninety (90) days after its purchase, if no service has been provided, for a full refund of the TriCare Warranty price or b) at any other time for a pro rata refund of the TriCare Warranty price for the unexpired term of the TriCare Warranty, based on the number of elapsed months.

- **NEVADA:**

If you decide to cancel this TriCare Warranty within 90 days of purchase, you are entitled to a 100% refund of any fees paid. If you cancel this TriCare Warranty after 90 days from purchase, you will receive a pro rata refund based on the days remaining.

- **NEW HAMPSHIRE:**

In the event you do not receive satisfaction under this TriCare Warranty, you may contact the New Hampshire insurance department, by mail at State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

- **OREGON:**

In the event you do not receive satisfaction under this TriCare Warranty, you may contact the Oregon Department of Consumer and Business Services by mail at the Department of Consumer and Business Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301; or by telephone via Consumer Advocacy, at 888-877-4894.

- **SOUTH CAROLINA:**

You may address any unresolved complaints or TriaCare Warranty regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 800-768-3467.

- **TENNESSEE:**

The term of this TriaCare Warranty shall be extended as follows: (1) the number of days you are deprived of the use of the product because the product is in repair; plus two (2) additional work days.

- **TEXAS:**

If you cancel this TriaCare Warranty within 90 days of your TriaCare Warranty's purchase, or receipt of these terms, whichever occurs later, you will receive a full refund. If you cancel this TriaCare Warranty more than 90 days after your receipt of the TriaCare Warranty, you will receive a pro-rata refund of the original purchase price, based on the percentage of the unexpired TriaCare Warranty term. If you purchased this TriaCare Warranty in Texas, unresolved complaints concerning a provider or questions concerning the registration of a TriaCare Warranty service provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 800-803-9202.

- **UTAH:**

This TriaCare Warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this TriaCare Warranty is not guaranteed by the Utah Property and Casualty Guarantee Association.

- **WISCONSIN:**

THIS TRIACARE WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If you cancel this TriaCare Warranty within 90 days of your TriaCare Warranty's purchase, or receipt of these terms, whichever occurs later, you will receive a full refund. If you cancel this TriaCare Warranty more than 90 days after your receipt of the TriaCare Warranty, you will receive a pro rata refund of the original purchase price, based on the percentage of the unexpired TriaCare Warranty term.